



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
**REGION III**  
**1650 Arch Street**  
**Philadelphia, Pennsylvania 19103-2029**

**ORIGINAL**



SDMS DocID

2197010

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

MAR - 5 2013

Schlumberger, Ltd.  
20 Wallace Road  
Princeton Junction, NJ 08550

Re: Required Submission of Information  
Safety Light Corporation Superfund Site  
Bloomsburg, Pennsylvania

Dear Sir/Madam:

The U.S. Environmental Protection Agency ("EPA") is seeking information concerning a release, or the threat of release, of hazardous substances, pollutants or contaminants into the environment at the Safety Light Corporation Site, which is a former manufacturing facility occupying approximately 2 acres of a 10-acre property adjacent to the Susquehanna River off Old Berwick Road, Bloomsburg, Columbia County, Pennsylvania (hereafter known as the "Site" or "Facility"). This information request addresses all periods of ownership and operation of any of Safety Light's predecessor or affiliated companies including, but not limited to, U.S. Radium Corporation, Lime Ridge Industries, Inc., USR Industries, Inc., USR Metals, Inc., Metreal Corporation, Isolite Corporation, U.S. Natural Resources, Inc., USR Chemical Products, Inc., USR Lighting Products, Inc., UNATCO Funding Corporation and Shield Source Incorporated. Safety Light Corporation most recently used tritium in the manufacture of self-illuminated signs. Past disposal practices at the Site have resulted in the release of radionuclides including, but not limited to, Radium 226 and tritium into on-site soils and groundwater.

Documents obtained from the Site suggest that a business arrangement existed between the Safety Light Corporation and Fairchild Semiconductor, which is believed to be a corporate predecessor to Schlumberger, Ltd. Based on these documents, EPA believes that Schlumberger, Ltd. may have arranged for the disposal of items containing radionuclides at the Safety Light Site. These documents, which may assist you in your research, are enclosed with this letter.



Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9604(e), EPA has the authority to require Schlumberger, Ltd. (the terms "you," and "Respondent" and Fairchild Semiconductor mean Schlumberger, Ltd., hereinafter "Schlumberger") to furnish all information and documents in your possession, custody or control, or in the possession, custody or control of any of your employees or agents, which concern, refer, or relate to hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14), and pollutants and/or contaminants as defined by Section 101(33), 42 U.S.C. Section 9601(33), which were transported to, stored, treated, or disposed of at the above-referenced Facility. Please provide the specific information set forth below, under "Information Requested," for the time period 1945 to the present. EPA recognizes that this request spans a significant period of time and appreciates your cooperation.

Section 104 of CERCLA authorizes EPA to pursue penalties for failure to comply with that section or for failure to respond adequately to required submissions of information. In addition, providing false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. Section 1001. The information you provide may be used by EPA in administrative, civil, or criminal proceedings.

Instructions for responding to this required submission of information follow:

### INSTRUCTIONS

1. You may be entitled to assert a claim of business confidentiality covering any part or all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure 1, *Business Confidentiality Claims/Disclosure to EPA Contractors & Grantees of Your Response*. You must clearly mark such information by either stamping or using any other form of notice that such information is trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.
2. Please provide a separate, detailed narrative response to each question, and to each subpart of a question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject you to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate by the number of the specific question(s) or subpart of the question(s) to which it responds.

4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures, which are defined in CERCLA, shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure 2, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure 2. Those terms shall have the meaning set forth in Enclosure 2 any time such terms are used in this Information Request and/or its Enclosures.

### INFORMATION REQUESTED

For the time period 1945 to the present, please answer the following questions in accordance with the Instructions set forth above.

1. Describe in detail any and all business relationship(s) between Schlumberger and Safety Light or its affiliates i.e., Safety Light Corporation, U.S. Radium Corporation, Lime Ridge Industries, Inc., USR Industries, Inc., USR Metals, Inc., Metreal Corporation, Isolite Corporation, U.S. Natural Resources, Inc., USR Chemical Products, Inc., USR Lighting Products, Inc., UNATCO Funding Corporation or Shield Source Incorporated, as defined above.
2. Did Schlumberger ever send, transport or ship, or otherwise arrange for transportation or shipment of, radioactive materials or items containing radionuclides to the Site?
3. Did Schlumberger ever send, transport or ship, or otherwise arrange for transportation or shipment of, radioactive materials or items containing radionuclides to Safety Light Corporation, U.S. Radium Corporation, Lime Ridge Industries, Inc., USR Industries, Inc., USR Metals, Inc., Metreal Corporation, Isolite Corporation, U.S. Natural Resources, Inc., USR Chemical Products, Inc., USR Lighting Products, Inc., UNATCO Funding Corporation or Shield Source Incorporated?
4. If you answered "yes" to Question 2 or Question 3, please respond to the following:
  - a. Provide the time period during which each such transaction occurred.
  - b. Provide the purpose or reason for each such transaction.

- c. For each and every transaction, provide:
- i. the entity to which you sent radioactive materials or items containing radionuclides (i.e., Safety Light Corporation, U.S. Radium Corporation, Lime Ridge Industries, Inc., USR Industries, Inc., USR Metals, Inc., Metreal Corporation, Isolite Corporation, U.S. Natural Resources, Inc., USR Chemical Products, Inc., USR Lighting Products, Inc., UNATCO Funding Corporation and Shield Source Incorporated);
  - ii. a detailed description of each radioactive material or item or type of item(s) sent and the amount of radionuclides contained within each such material or item(s);
  - iii. the method used to send or transport such radioactive materials or items to the Site (e.g., hauler, U.S. mail, etc.);
  - iv. the date(s) of the pickup and delivery of radioactive material or item(s) containing radionuclides;
  - v. all documents relating to the transaction, including but not limited to invoices, and correspondence regarding the type, amount, and transportation/disposal of the radioactive material or item(s) containing radionuclides to the Site; and
  - vi. the name, title, areas of responsibility, current (or most recent) addresses, and telephone numbers of other persons or parties that have documentation or information pertaining to the transportation/disposal of radioactive material or item(s) containing radionuclides to the Site, and/or to the entities identified in Question 3.
- d. If your response to the above includes the contracting of a hauler or transporter to transport and/or dispose of radioactive material or item(s) containing radionuclides, explain these arrangements and provide all documentation relating to those transactions. In addition, please identify:
- i. the persons with whom you, or other such persons, made such arrangements;
  - ii. every date on which such arrangements took place;

- iii. for each transaction, the nature and quantity of material, including its chemical content, characteristics, physical state (i.e., liquid, solid), and the process for which the substance was used or the process that generated the substance;
  - iv. the persons who selected the Site as the place at which materials were disposed or treated; and
  - v. the names of employees, officers, owners, and agents for each transporter.
- e. For each and every instance in which you/your company arranged for radioactive material to the Site, identify:
- i. the quantity (number of loads, gallons, drums) of materials that were used, treated, transported, disposed, or otherwise handled by you;
  - ii. any billing information and documents (invoices, trip tickets, manifests) in your possession regarding arrangements made with your company to generate, treat, store, transport, and/or ship materials to the Site; and
  - iii. the names, titles, and areas of responsibility of any persons, including all Schlumberger employees, present and former, who were involved in or would have knowledge of such arrangements.
- f. Describe any permits or applications and any correspondence between Schlumberger and any regulatory agencies regarding materials transported to or disposed of at the Site.
- g. Provide copies of any correspondence between Schlumberger and any third party regarding materials transported to or disposed of at the Site.
- h. Provide the identity of, and copies of any documents relating to, any other person who generated, treated, stored, transported, or disposed, or who arranged for the treatment, storage, disposal, or transportation of such materials to the Site.
- i. Provide the identities of any and all of your predecessors-in-interest who, during the period 1945 to the present, transported to or stored, treated, or otherwise disposed of any materials at the Site and describe in detail the nature of your predecessor-in-interest's business.

5. Did Schlumberger ever generate other waste(s), not described in response to Questions 2 or 3, above, that were disposed of or reclaimed by Safety Light Corporation, U.S. Radium Corporation, Lime Ridge Industries, Inc., USR Industries, Inc., USR Metals, Inc., Metreal Corporation, Isolite Corporation, U.S. Natural Resources, Inc., USR Chemical Products, Inc., USR Lighting Products, Inc., UNATCO Funding Corporation or Shield Source Incorporated? If yes, please provide a detailed description of such other waste(s) and any and all related documentation.
6. For each question above, provide the name, title, area of responsibility, current address, and telephone number of all persons consulted in preparation of the answers, or who supplied documents reviewed or relied upon in the course of preparing your answers.
7. If you have reason to believe there may be persons able to provide more detailed or complete responses to any question contained herein, or who may be able to provide additional responsive documents, provide the names, titles, areas of responsibility, current addresses, and telephone numbers of such persons as well as additional information or documents they may have.
8. If you have any other information about other party(ies) who may have information that may assist the Agency in its investigation of the Site, or who may be responsible for the generation of, transportation to, or release of contamination at the Site, please provide such information. The information you provide in response to this request should include the party's name, address, type of business, and the reasons why you believe the party may have contributed to the contamination at the Site or may have information regarding the Site.
9. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If pertinent records or documents were destroyed or are missing, provide us with the following:
  - a. Your document retention policy;
  - b. A description of how the records were destroyed (burned, archived, trashed, etc.) and the approximate date of destruction;
  - c. A description of the type of information that would have been contained in the documents; and

- d. The name, job title and most current address known by you of the person(s) who would have produced these documents; the person(s) who would have been responsible for the retention of these documents; and the person(s) who would have been responsible for the destruction of these documents.

You must respond in writing to this required submission of information within **30 calendar days** of your receipt of this letter. For a corporation, the response must be signed by an appropriately authorized corporate official. For all other entities, the response must be signed by an authorized official of that entity.

If, for any reason, you do not provide all information responsive to this letter, then in your answer to EPA you must: (1) describe specifically what was not provided, and (2) provide to EPA an appropriate reason why the information was not provided.


All documents and information should be sent to:

Harry R. Steinmetz (3HS62)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

This required submission of information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. Section 3501, et seq.

If you have any questions concerning this request for information please contact Harry Steinmetz at (215) 814-3161. Legal questions can be referred to Humane Zia at (215) 814-3454.

Sincerely,



Joanne L. Marinelli  
Chief, Cost Recovery Branch

cc: Humane Zia, Esq. (EPA)  
Mitch Cron (EPA)  
Jeff Whitehead (PADEP)  
John Angevibe (PADEP)

Enclosures:

- Enclosure 1: Business Confidentiality Claims/Disclosure of  
Your Response to EPA Contractors and Grantees
- Enclosure 2: Definitions
- Enclosure 3: List of Contractors That May Review Your Response
- Enclosure 4: United States Radium Corporation Documents

## **Enclosure 1**

### **Business Confidentiality Claims**

You are entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Part 2, Subpart B. Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

### **Disclosure of Your Response to EPA Contractors and Grantees**

EPA may contract with one or more independent contracting firms (See Enclosure 3) to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreement(s) under the Senior Environmental Employee Program ("SEE Enrollees"). The SEE Program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE Enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and EPA's regulations at 40 C.F.R. § 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed.Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure 3, you must notify EPA in writing at the time you submit such documents.

## Enclosure 2

### Definitions

1. The term "arrangement" shall mean every separate contract or other agreement or understanding between two or more persons, whether written or oral.
2. The term "documents" shall mean writings, photographs, sound or magnetic records, drawings, or other similar things by which information has been preserved and also includes information preserved in a form which must be translated or deciphered by machine in order to be intelligible to humans. Examples of documents include, but are not limited to, electronic mail and other forms of computer communication, drafts, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, summaries, pamphlets, books, invoices, checks, bills of lading, weight receipts, toll receipts, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, inter-office and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications such as e-mail), bulletins, printed matter, computer printouts, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures), electronic, mechanical, magnetic or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), minutes of meetings, memoranda, notes, calendar or daily entries, agendas, notices, announcements, maps, manuals, brochures, reports of scientific study or investigation, schedules, price lists, data, sample analyses, and laboratory reports.
3. The term "hazardous substance" means (a) any substance designated pursuant to section 1321(b)(2)(A) of Title 33 of the U.S. Code, (b) any element, compound, mixture, solution, or substance designated pursuant to Section 9602 of CERCLA, (c) any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (42 U.S.C. § 6921) (but not including any waste the regulation of which under the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*, has been suspended by Act of Congress), (d) any toxic pollutant listed under Section 1317(a) of Title 33, (e) any hazardous air pollutant listed under section 112 of the Clean Air Act, 42 U.S.C. § 7412, and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to Section 2606 of Title 15 of the U.S. Code. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
4. The term "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral

abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such organisms or their offspring, except that the term "pollutant or contaminant" shall not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under CERCLA, and shall not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).

5. The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, 42 U.S.C. § 2011 *et seq.*, if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under Section 170 of such Act, 42 U.S.C. § 2210, or, for the purposes of Section 9604 of CERCLA or any other response action, any release of source, byproduct, or special nuclear material from any processing site designated under 42 U.S.C. §§ 7912(a)(1) and 7942(a) and (d) the normal application of fertilizer.
6. The term "waste" or "wastes" shall mean and include any discarded materials including, but not limited to, trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, pollutants or contaminants, and discarded or spilled chemicals, whether solid, liquid, or sludge.
7. The terms "you" and "your" when referring to an incorporated entity shall mean and include the incorporated entity and its agents and representatives, including, but not limited to, persons directly authorized to transact business on the entity's behalf such as officers, directors, or partners with which the entity is affiliated, employees, accountants, engineers, or other persons who conduct business on the entity's behalf, as well as affiliated entities, including, but not limited to, partnerships, limited liability companies, divisions, subsidiaries, and holding companies.

**Enclosure 3**

[rev. 10/2011]

**List of Contractors That May Review Your Response**

**Emergint Technologies, Inc.**

Contract # EP-W-11-025

**Booz-Allen & Hamilton**

Contract # GS-35F-0306J (GSA Schedule)

**CDM-Federal Programs Corporation**

Contract # EP-S3-07-06

Subcontractors: L. Robert Kimball & Associates Inc.  
Page Technologies Inc.  
Avatar Environmental LLC  
Terradon Corporation

**Chenega Global Services, LLC**

Contract #EP-S3-09-02

**EA Engineering, Science and Technology, Inc.**

Contract #EP-S3-07-07

Subcontractor: URS

**Eisenstein Malanchuck, LLP**

Contract #EP-W-07-079

Subcontractors: R. M. Fields International, LLC  
James C. Hermann & Associated  
MacRae & Company, Inc.

**Guardian Environmental Services**

Contract # EP-S3-07-02

Subcontractor: Aerotech, Inc.  
Guardian Equipment

**Hydrogeologic (HGL)**

Contract #EP-S3-07-05

Subcontractor: CH2MHill  
Sullivan International

**Kemron**

Contract # EP-S3-07-03

Subcontractor: Clean Venture/Cycle Chem Inc.  
CMC Inc.  
Los Alamos Technical Assoc., Inc.  
Carlucci Construction

**Weston Solutions**

Contract #EP-S3-1005

**Tech Law, Inc.**

Contract #EP-S3-1004

**Tetra Tech NUS, Inc.**

Contract #EP-S3-07-04

**WRS Infrastructure & Environment, Inc.**

Contracts # EP-S3-07-01 and #EP-S3-07-09

Subcontractors: AEG Environmental  
Environmental Staffing  
Veolia Environmental Services  
Lewis Environmental Group

**Industrial Economics, Inc.**

Contract # EP-W-06-092

**Cooperative Agreements**

**National Association of Hispanic Elderly**

CA# Q83424401

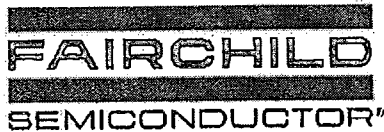
CA # ARRA 2Q8343730-01

**National Older Workers Career Center**

CA# CQ-833987

**Enclosure 4**

**United States Radium Corporation Documents**



207 775 8377 Tel  
207 761-3446 Fax

Joel.Pond@fairchildsemi.com

Joel T. Pond  
General Counsel,  
Business & Commercial Affairs

Fairchild Semiconductor  
82 Running Hill Road  
South Portland, ME 04106

October 22, 2012

**VIA EMAIL and FEDERAL EXPRESS**

Harry R. Steinmetz (3HS62)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

RE: Letter on the Safety Light Corporation Superfund Site

Dear Mr. Steinmetz,

This serves as Fairchild Semiconductor Corporation's ("Fairchild") response to the letter from Joanne Marinelli regarding the Safety Light Superfund Site. To the extent the focus of your questions is for activity that occurred before February 1997, Fairchild had no dealings with any of the companies mentioned in your letter because we did not yet exist. Fairchild also searched its enterprise system (PeopleSoft) for any dealings with Safety Light or its subsidiaries. We found two dealings with subsidiaries of Safety Light since 1997 in PeopleSoft. Fairchild also found some shipping records from 2010 which indicated an additional shipment to a subsidiary of Safety Light.

**Fairchild Did Not Exist Prior to February 1997**

Fairchild did not come into existence until February 1997. I enclose a copy of our certificate of incorporation from Delaware dated February 10, 1997. To the extent any activity took place to February 1997, Fairchild (the company on whose behalf I respond) did not contribute to it.

Some history of Fairchild Semiconductor might help clarify this answer. Until 1979, Fairchild Semiconductor was an independent company. It is known as the founder of Silicon Valley. In 1979, the original Fairchild was bought by Schlumberger Corporation, a French oil services company, who owned Fairchild until 1987 when it was bought by National Semiconductor Corporation ("National"). National merged Fairchild's operations into its other semiconductor businesses, and the Fairchild name was no longer used.

In March of 1997, Fairchild (my Company) again became an independent company. Fairchild was formed by taking several divisions of National Semiconductor Corporation and spinning them out into a new company. As part of the asset purchase agreements between Fairchild and National, National retained the liabilities of the

original Fairchild for cleaning up environmental sites (as, I believe, Schlumberger had done when it sold Fairchild to National). Texas Instruments Inc. purchased National last year. Based on my experience with these matters, it is Schlumberger which would own the environmental liabilities of Fairchild Semiconductor which predate 1979.

#### The Current Fairchild Company Did Business with Two Listed Subsidiaries

Fairchild searched PeopleSoft for any business dealings with the following companies: U.S. Radium Corporation, Safety Light Corporation, Lime Ridge Industries, Inc., USR Industries, Inc., USR Metals, Inc., Metreal Corporation, Isolite Corporation, U.S. Natural Resources, Inc., USR Chemical Products, Inc., USR Lighting Products, Inc., UNATCO Funding Corporation, and Shield Source Incorporated. Fairchild found business dealings with Isolite Corporation ("Isolite") and Shield Source Inc. ("Shield Source"). We include the PeopleSoft records showing payments made to Isolite and Shield Source since 1997, one in 2005 and one in 2006.

PeopleSoft is designed to keep track of any business dealings with any vendors of Fairchild. It holds all the accounts payable records of Fairchild since its inception. What PeopleSoft does not contain, however, is records of employee corporate credit card transactions.

As we searched for shipping records for the 2005 and 2006 transactions, we found evidence of an additional shipment to Shield Source in 2010. Like the shipment in 2005, Fairchild shipped the exit signs to a site in Peterborough, Ontario, Canada.

#### Specific Answers to the Information Requested

In all instances I am responding on behalf of Fairchild Semiconductor Corporation ("Fairchild") as described above. I assume that where Fairchild Semiconductor Inc. ("FSI") is referenced, you intend to inquire about Fairchild. We don't have information about what may have happened at different companies prior to March 1997.

1. Fairchild searched its records and found three dealings with affiliates of Safety Light:

2005 Transaction: In 2005 Fairchild's plant in Utah did \$3900 worth of business with Shield Source Inc. The records state that approximately 52 Exit Signs were shipped to a Shield Source facility in Peterborough, Ontario, Canada.

2006 Transaction: In 2006, Fairchild's plant in Maine did \$5175 worth of business with Isolite Corp. The records state that approximately 69 Exit Signs were shipped to Isolite's facility in Bloomsburg, PA.

2010 Transaction: In 2010 Fairchild's plant in Maine spent \$100 to ship approximately 20 Exit Signs to a Shield Source facility in Peterborough, Ontario, Canada.

2. Fairchild doesn't know what Isolite or Shield Source did with the returned Exit Signs. However the 2006 shipment to Isolite went to Bloomsburg, PA so it seems reasonable to conclude that those shipments might have ended up in the Site. It also seems reasonable to conclude that the 2005 and 2010 shipments to Canada did not end up in the Site.
3. We believe the Exit signs shipped to Shield Source and Isolite contained radioactive materials or items containing radionuclides.
4. (a) Nov 2005, April-August 2006, July 2010.  
(b) Disposal of Exit signs originally purchased from Shield Source/Isolite.  
(c) See the attached records for most of this information. Only the 2006 shipment appears to have been to the Site. Fairchild people with knowledge include:

John Gervais, Engineering Manager, Maine  
Joel Rouillard, Environmental, Facilities Manager, Maine  
Jean Clancy, Environmental, Engineering Technician, Maine  
Lew Fick, Facilities Manager, Utah  
Mike Bouchard, Purchasing, Maine  
Sharon Bourgeois, Accounts Payable, Maine  
Ron Guertin, Safety Engineer, Maine (2006)

All of the above except for Mr. Guertin are current Fairchild employees and can be contacted through my office.

(d) Per the documents, the 2005 shipment was made using FedEx ground. The 2006 shipments were made using FedExSaver. The 2010 shipment was made via FedEx ground. The attached documents contain Fairchild's knowledge on this subject.

(e) The attached documents answer these questions. Persons who were involved with the shipping include Jean Clancy and Lew Fick.

(f) The attached documents include some Maine State Registries and correspondence that mention Exit Signs. We have no other documents or information on this matter.

(g) We included all relevant documents we could locate.

(h) We included all relevant documents we could locate.

- (i) There are no predecessors-in-interest of Fairchild who would have been involved in these matters. Anything that occurred since March 1997 would have been done as Fairchild. Anything prior to March 1997 would have been done by a company unrelated to Fairchild.
5. We have found only three transactions involving Shield Source and Isolite. Only one likely involves the Site. All three transactions were for the disposal of Exit Signs.
6. The following individuals were consulted to respond to the EPA Letter:
- John Gervais, Engineering Manager, Maine
  - Joel Rouillard, Environmental, Facilities Manager, Maine
  - Kevin Silva, Environmental Health & Safety Engineer, Maine
  - Jean Clancy, Environmental, Engineering Technician, Maine
  - Lew Fick, Facilities Manager, Utah
  - Mike Bouchard, Purchasing, Maine
  - James Greg Matthews, Environmental Engineer, Maine
  - Sharon Bourgeois, Accounts Payable, Maine
  - John Barlock, Finance, IT Business Partner, Maine

All of the above are current employees of Fairchild who can be contacted through my office.

7. There are no additional people that Fairchild knows of who are better able to provide additional information.
8. As mentioned above, National Semiconductor Corporation (now owned by Texas Instruments Inc.) or Schlumberger Corporation may have information regarding activities that took place before Fairchild became a company in 1997.
9. Fairchild does not know of documents produced since 1997 that are no longer available.

Sincerely,



Joel Pond

cc: Humane Zia, Esq.

LOOMSBURG, PA.  
17-784-3510  
TWX-USRC-DLBQ-717-784-2447

UNITED STATES RADIUM CORPORATION  
MORRISTOWN, NEW JERSEY

N<sup>o</sup> 18734

SOLD  
TO

Fairchild  
750 Bloomfield Avenue  
Clifton, New Jersey 07015

ORDER DATE

3-29-67

INVOICE DATE

4-11-67

SHIPPED DATE

SHIPMENT NO.

1

SHIPPED VIA

INVOICE NO.

OUR ORDER NO.

BT-3536

PACKING SLIP NO.

SHIP  
TO

TERMS: NET 30 DAYS

CUSTOMER ORDER NO.	FOR X DEST	CUSTOMER NUMBER	SALESMAN	CLASS	TAX	MIL. X TES	COMPLETE	ROYALTY	OTHER SPECIFY
BT-32,468-501			13	63	1-2			CNC	
QUANTITY ORDERED	DESCRIPTION OF MATERIAL	U.S. RADIUM JOB NO.	UNIT PRICE	BALANCE ON ORDER	QUANTITY SHIPPED	AMOUNT			
1	One Disposal Lot Am241 - 3.6 mo.		15.00		Disposal	15.00			
2									
3									
		EXEMPT COMMISSION	DOLLARS	#1	#2	#3	TOTAL		
							15.00		
							LAB 63		

E. ACCOUNTING INVOICE COPY  
FORM NO. 36-18

THIS IS TO CERTIFY THAT THE MERCHANDISE LISTED IN THIS INVOICE HAS BEEN PRODUCED IN ACCORDANCE WITH THE FAIR LABOR STANDARDS ACT OF 1939 AS AMENDED.

QUOTED DEPT NO. →

SL000395

(i) There are no predecessors-in-interest of Fairchild who would have been involved in these matters. Anything that occurred since March 1997 would have been done as Fairchild. Anything prior to March 1997 would have been done by a company unrelated to Fairchild.

5. We have found only three transactions involving Shield Source and Isolite. Only one likely involves the Site. All three transactions were for the disposal of Exit Signs.
6. The following individuals were consulted to respond to the EPA Letter:

John Gervais, Engineering Manager, Maine  
Joel Rouillard, Environmental, Facilities Manager, Maine  
Kevin Silva, Environmental Health & Safety Engineer, Maine  
Jean Clancy, Environmental, Engineering Technician, Maine  
Lew Fick, Facilities Manager, Utah  
Mike Bouchard, Purchasing, Maine  
James Greg Matthews, Environmental Engineer, Maine  
Sharon Bourgeois, Accounts Payable, Maine  
John Barlock, Finance, IT Business Partner, Maine

All of the above are current employees of Fairchild who can be contacted through my office.

7. There are no additional people that Fairchild knows of who are better able to provide additional information.
8. As mentioned above, National Semiconductor Corporation (now owned by Texas Instruments Inc.) or Schlumberger Corporation may have information regarding activities that took place before Fairchild became a company in 1997.
9. Fairchild does not know of documents produced since 1997 that are no longer available.

Sincerely,



Joel Pond

cc: Humane Zia, Esq.

**SOLD  
TO**

SHIP  
TO

3-29-67

SHIPPED DATE

SHIPMENT NO.

1

SHIPPED VIA

INVOICE NO.

OUR ORDER NO. BT-35362

PACKING SLIP NO.

CUSTOMER ORDER NO.	FOR X DEST	CUSTOMER NUMBER	SALESMAN	CLASS	TAX	MIL. EYES	COMPLETE	ROYALTY	OTHER SPECIF
BWP-52,468-501			17	63	1-2			CNC	

TOYOTA

DATE ENTERED:

INSPECTION REQUIRED

4-3-67 via: best way

**LABY SCHEDIN F**

TRANSONE SING

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 399–406

51111

DEPT. →

LAB 63

### MATERIALS: SOURCE & SUPPLY

TABLE 3. SOURCE &amp; SCHEDULE

SCHEDULE OF SHIPMENTS

ITEM	ITEM	ITEM
1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18
19	20	21
22	23	24
25	26	27
28	29	30
31	32	33
34	35	36
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358	359	360
361	362	363
364	365	366
367		

Delivery;  
for Invoicing  
only.

REMARKS OR SPECIAL INSTRUCTIONS:

C. P. Johnson

FORM NO. 38.1

5. PLANT MANAGER ORDER COPY

SL000396

**FAIRCHILD**DU MONT ELECTRON TUBES  
A DIVISION OF FAIRCHILD CAMERA  
AND INSTRUMENT CORPORATION

750 BLOOMFIELD AVENUE - CLIFTON, N. J. 07015

AREA CODE (201) 773-2000

TWX NO. 201-471-9665

**PURCHASE/SHIPPING ORDER**

SHIPPING ORDER NUMBER

PURCHASE ORDER NUMBER

100-52,400-501

SHIP  
TOUnited States Radium Corporation  
Bloomsbury Division  
4150 Old Barwick Road  
Bloomsbury, Pennsylvania 17015**IMPORTANT**ALL OF THE ABOVE INFORMATION  
MUST APPEAR ON ALL INVOICES,  
CONTAINERS AND SHIPPING PAPERS

DATE REQUIRED	REQUISITION NO.	SHIP VIA	F.O.B. DESTINATION	TERMS
	REL 31329			

THE FOLLOWING MATERIAL HAS BEEN SHIPPED TO YOU FOR:

**DISPOSAL - SEE BELOW**☐ FABRICATION ☐ REPAIR ☐ FINISHING ☐ REPLACEMENT ☐ CREDIT

REJECTED ON RECEIVING REPORT NUMBER/S

QUANTITY	DU MONT PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
		One Disposal Lot Am241 - 3.6 cc		\$25.00
1 item 3/16 PP 55				

DATE ISSUED	FROM DEPT.	CREDIT ACCOUNT	AUTHORIZED BY
3/31/67	U.S. RADIUM	311-311-100	C. F. Johnson
DATE SHIPPED	CARRIER	W/B NO.	COPIES/PPD.
3/31/67	Best way freight	B/L NO.	

CLAIMS FOR SHORTAGES, BREAKAGE OR VARIATIONS WILL NOT BE HONORED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT

FORM D-P-2.

**SHIPPING - To Vendor with Material**

SL000397

**FAIRCHILD**  
DUMONT ELECTRON TUBES  
A DIVISION OF FAIRCHILD CAMERA  
AND INSTRUMENT CORPORATION

750 BLOOMFIELD AVENUE - CROFTON, N. J. 07015  
AREA CODE (201) 773-2000  
TWX NO. 201-471-9665

**PURCHASE/SHIPPING ORDER**

SHIPPING ORDER NUMBER
PURCHASE ORDER NUMBER
BHF-52,468-501

SHIP TO

United States Radium Corporation  
Bloomsburg Division  
4150 Old Berwick Road  
Bloomsburg, Pennsylvania 17815

**IMPORTANT**  
ALL OF THE ABOVE INFORMATION  
MUST APPEAR ON ALL INVOICES,  
CONTAINERS AND SHIPPING PAPERS

DATE REQUIRED	REQUISITION NO. TRL31329	SHIP VIA	F.O.B. DESTINATION	TERMS
---------------	-----------------------------	----------	--------------------	-------

THE FOLLOWING MATERIAL HAS BEEN SHIPPED TO YOU FOR:

DISPOSAL - SEE BELOW

☐ FABRICATION ☐ REPAIR ☐ FINISHING ☐ REPLACEMENT ☐ CREDIT

REJECTED ON RECEIVING REPORT NUMBER/S

QUANTITY	DUMONT PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
		One Disposal Lot Am241 - 3.6 mc		\$15.00
<div style="text-align: center;"> <p>CUSTOMER SALES <b>BT 35362</b> CLASS 1-2 TAX MIL 1967 APR 8 FOR INVOICING ONLY</p> <p>REC-10 APR 14 1967 U. S. Z. CENTRAL OFFICE <i>C. P. Johnson</i></p> </div>				

CPJ:rmh

DATE ISSUED 3/29/67	FROM DEPT. J. G. KOOSMAN	CREDIT ACCOUNT 311-391-3259	AUTHORIZED BY <i>C. P. Johnson</i>
DATE SHIPPED	CARRIER Best Way Prepaid	W/S NO. B/L NO.	COLL. PRD.

CLAIMS FOR SHORTAGES, BREAKAGE OR VARIATIONS WILL NOT BE HONORED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT

FORM D-P-2

ORIGINAL

SL000398

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Schlumberger, Ltd.  
20 Wallace Road  
Princeton Junction, NJ 08550

2. Article Number

(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature



☐ Agent

☐ Addressee

B. Received by (Printed Name)

Andy Usocovich

C. Date of Delivery

3/7/13

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Harry Steinmetz (3HS62)  
U.S. EPS Region 3  
1650 Arch Street  
Philadelphia, PA 19103-2029  
(Attn: Safety Light)



U.S. Postal Service

**CERTIFIED MAIL RECEIPT**

*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage

\$

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

\$

MAR - 5 2013

Postmark  
Here

Sent To

Schlumberger, Ltd.

Street,  
or PO Box

20 Wallace Road

City, State

Princeton Junction, NJ 08550

PS Form

uctions

2011 0110 0000 6040 1282  
7011 0110 0000 0110 1102

## **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### ***Important Reminders:***

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047